

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT						1. Contract ID Code Firm-Fixed-Price		Page 1 Of 3			
2. Amendment/Modification No. P00001			3. Effective Date 2007MAY16		4. Requisition/Purchase Req No. SEE SCHEDULE			5. Project No. (If applicable)			
6. Issued By U.S. ARMY TACOM LCMC AMSTA-AQ-AHPB ARTHUR AIGELTINGER (586)574-8136 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: ARTHUR.AIGELTINGERIII@US.ARMY.MIL			Code W56HZV		7. Administered By (If other than Item 6) DCMA ORLANDO 3555 MAGUIRE BLVD ORLANDO, FL 32803-3726				Code S1002A		
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) NOVEX ENTERPRISES 3285 WEST MC NAB ROAD POMPANO BEACH, FL 33069-4802 TYPE BUSINESS: Domestic Firm Performing Outside U.S.								9A. Amendment Of Solicitation No.			
								9B. Dated (See Item 11)			
						<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No.			
								W56HZV-06-D-0078			
								10B. Dated (See Item 13)			
Code 0B1S1 Facility Code T1978								2005DEC27			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS											
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments; (b) By acknowledging receipt of this amemdment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.											
12. Accounting And Appropriation Data (If required) NO CHANGE TO OBLIGATION DATA											
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14. KIND MOD CODE: X											
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In											
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).											
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:											
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Complete Termination For Default (Requires Code U Definitization)											
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.											
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION Contract Expiration Date: 2010DEC27											
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.											
15A. Name And Title Of Signer (Type or print)						16A. Name And Title Of Contracting Officer (Type or print) DARYL F. WHITE DARYL.F.WITTE@US.ARMY.MIL (586)574-7196					
15B. Contractor/Offeror (Signature of person authorized to sign)				15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)				16C. Date Signed 2007MAY16	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE 30-105-02 STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243											

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W56HZV-06-D-0078 MOD/AMD P00001	Page 2 of 3
Name of Offeror or Contractor: NOVEX ENTERPRISES		

SECTION A - SUPPLEMENTAL INFORMATION

MODIFICATION P00001

NOUN: M88 Roadwheel
NSN: 2530-00-701-3976

1. Contract W56HZV-06-D-0078 (hereinafter called THE CONTRACT) entered into by and between the UNITED STATES OF AMERICA (hereinafter called THE GOVERNMENT), represented by the Contracting Officer executing this document, and Novex Enterprises (hereinafter called THE CONTRACTOR) under date of 27 Dec 2005, is hereby terminated in its entirety.

Such termination (in accordance with General Provision Number 10 entitled DEFAULT) will be effective immediately upon receipt of this notice of termination.

The acts or omissions constituting the default consist of:

Failure to make delivery of the supplies within the time specified in the Contract or any reasonable extension thereof as well as the failure to order material or accomplish other efforts toward performance including statements of financial inability to perform without a price increase. The Contractor requested a guranteed additional quantity of 10,000 pieces from the Government.

Said failure constitutes breach of the contract and is proper cause for default. The right of the Contractor to proceed further with the performance of the contract is terminated.

The terminated quantities of this contract may be repurchased by the Government against the account of the Contractor, who will be held liable for any excess costs. Further, the Government reserves all rights and remedies provided by law and under the Contract in addition to those stated above.

This Notice of Termination constitutes a decision pursuant to the DISPUTES clause of the Contract that the Contractor is in default as hereby specified, and that the failures enumerated are not due to causes beyond the control of the Contractor but are within the fault or negligence of the Contractor.

This is the final decision of the Contracting Officer. This decision may be appealed to the Armed Services Board of Contract Appeals.

If you decide to make such an appeal, you must mail or otherwise furnish written notice thereof to the Armed Services Board of Contract Appeals within ninety (90) days from the date you receive this decision. A copy thereof shall be furnished to the Contracting Officer from whose decision the appeal is taken. The notice shall indicate that an appeal is intended, shall reference this decision and identify the Contract by number.

If any dispute resulting from the decision hereinabove set forth involves an amount which is \$10,000 or less, there is available at the sole election of the Contractor a Small Claims (Expedited) Procedure under Rule 12 of the Board. In order to invoke such a procedure, the Contractor must request that the appeal be processed under Rule 12. However, if any dispute resulting from the decision hereinabove set forth involves an amount not in excess of \$50,000, there is also available at the sole election of the Contractor an Optional Accelerated Procedure of the Board (Rule 12). In order to invoke such a procedure, the Contractor must request that an appeal be processed under Rule 12.

In lieu of appealing to the Armed Services Board of Contract Appeals, you may bring an action directly in the U.S. Court of Claims* within twelve (12) months of the date you receive this decision.

*Except as provided in Section 4 (Maritime Contracts) of the Contract Disputes Act of 1978, Public Law 95-563.

- The quantity to be delivered under this Contract is reduced by 32,892 each from a maximum quantity of 32,892 each to ZERO.
- As a result of this Modification P00001, Clins 0011, 0012, 0013, 0014, 0015 and 0016 are deleted.

*** END OF NARRATIVE A 0004 ***

Name of Offeror or Contractor: NOVEX ENTERPRISES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
	(Deleted narrative A0001)				
0011	DELETED				
	SECURITY CLASS:				
0012	DELETED				
	SECURITY CLASS:				
0013	DELETED				
	SECURITY CLASS:				
0014	DELETED				
	SECURITY CLASS:				
0015	DELETED				
	SECURITY CLASS:				
0016	DELETED				
	SECURITY CLASS:				